

PROCEDURES FOR SPECIAL PERMITS

BLOCK PARTY

“Block Party” procedures and application shall apply to all streets in the City of Hollister, except State Highways. For use or closure of any portion of a State Highway, the “Parade” forms and procedures shall be used.

Application, with proof of insurance and executed Hold Harmless Agreement must be filed with the City Clerk’s Office at least thirty (30) days prior to the “Block Party”, memorial service, etc. for review. Approval is necessary by the Chief of Police, Fire Chief, Director of Community Services and the City Manager prior to City Council review and adoption of a Resolution when a street, or any portion thereof, in the City of Hollister is closed to through or regular traffic. Emergency vehicles must have ready and easy access.

The application should be signed by a majority of residents in the affected area, and all residents of the street subject to temporary closure. Applicants shall be responsible for obtaining their own street barricades.

No State Highways, or portions thereof, shall be closed for anything other than an approved Parade with applicable Encroachment Permits.

INSURANCE REQUIREMENTS

The form of insurance should be occurrence and the City of Hollister named as an additional insured on the certificate. You can contact your Homeowner’s Insurance Carrier to see if they will cover this for you or you may purchase TULIP (Tenant User Liability Insurance Program) for the event through the City of Hollister Recreation Division located at 300 West Street, phone number (831) 636-4390.

Recommended coverage:

Comprehensive General Liability and Contractual Liability

Recommended minimum liability is \$1,000,000.00.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

_____, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- ☐ Block Party
- ☐ Parade
- ☐ Public Event
- ☐ Banner/Sign
- ☐ Other _____

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

DATE

APPLICANT

CITY OF HOLLISTER

BLOCK PARTY PERMIT

Permission is requested to close, temporarily, _____
(street), from _____ (street) to _____ (street),
on the _____ Day of _____, 20____, between the hours of _____
and _____ for a Block Party.

Contact: _____ Telephone Number _____
Name _____
Address _____

Signed by a majority of residents in the affected area.

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| _____ | _____ |
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| _____ | _____ |
| _____ | _____ |

For City of Hollister Use Only

Chief of Police

Fire Chief

Community Services Director

City Manager

Approved by the City Council at regular meeting of _____